

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

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|------------------------------------|---|-------------------------------|
| IN RE: | § | |
| | § | |
| BRIAR BUILDING HOUSTON LLC, | § | CASE NO. 18-32218 |
| | § | |
| Debtor | § | CHAPTER 11 |
| | § | |
| <hr/> GEORGE M LEE | § | |
| Plaintiff, | § | |
| | § | |
| v. | § | ADVERSARY NO. 20-03398 |
| | § | |
| MOHAMMAD ALI CHOUDHRI, | § | |
| Defendant, | § | |
| | § | |
| And | § | |
| | § | |
| JETALL COMPANIES, INC., | § | |
| Intervenor. | § | |

JOINT MOTION TO DISMISS WITH PREJUDICE

Plaintiff George Lee (“Plaintiff”) and Defendant Ali Choudhri (“Choudhri”) and Intervenor Jetall Companies, Inc. (“Jetall”) (collectively, “Defendants”) (“Defendants” and “Plaintiff” collectively referred to as the “Parties”) come before this Court and hereby file this Joint Motion to Dismiss With Prejudice (the “Motion”), requesting that this Court dismiss all of the Parties’ claims with prejudice pursuant to a settlement agreement between the Parties, and in support thereof, respectfully shows this Court as follows:

I. Joint Motion to Dismiss With Prejudice

1. On July 25, 2022, the Parties settled the forgoing lawsuit through a Settlement Agreement (the “Settlement Agreement”).

2. The Settlement Agreement provides that, no later than three days from the final execution of the document, the Parties are to mutually dismiss all claims in the above named and numbered lawsuit with prejudice.

3. The Settlement Agreement further provides that to the extent permitted by law this Court will retain jurisdiction to resolve any dispute over matters covered by the Settlement Agreement and the contents thereof.

4. Because the Parties have resolved this matter through the Settlement Agreement, the Parties mutually agree and aver that Plaintiff's Motion for Contempt and the associated Order for Show Cause as to Why Mohammad Ali Choudhri Should Not be Held in Civil Contempt¹ are no longer necessary.

5. Thus, the Parties have resolved all matters related to the above named and numbered cause by way of the Settlement Agreement signed between the Parties. Therefore, pursuant to that agreement, the Parties hereby jointly move for the Court to dismiss all claims between and of the Parties with prejudice to refiling. This dismissal with prejudice is to encompass all of Plaintiff's claims against Defendants as well as all of Defendants' claims against Plaintiff.

Prayer

Therefore, the Parties request that the Court enter an order dismissing all claims of Plaintiff and Defendants against one another with prejudice.

Dated: July 27, 2022

Respectfully submitted,

SPONSEL MILLER GREENBERG PLLC

/s/ Thane Tyler Sponsel III

Thane Tyler Sponsel III
Attorney-In-Charge

¹ ECF No. 78.

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***Counsel for Mohammad Ali Choudhri and
Jetall Companies, Inc.***

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of *Joint Motion to Dismiss With Prejudice* has been served as set forth above to those parties on the attached Service List and by electronic transmission to all registered ECF users appearing in the case on July 27, 2022.

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